

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CheckSmart Financial Company		04/29/2011	CORPORATION: DELAWARE
Buckeye Check Cashing, Inc.		04/29/2011	CORPORATION: OHIO
Buckeye Check Cashing II, Inc.		04/29/2011	CORPORATION: OHIO
Buckeye Title Loans, Inc.		04/29/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	1350 Euclid Avenue, CN OH RN11
City:	Cleveland
State/Country:	OHIO
Postal Code:	44115
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1838119	GOT A CASE OF THE SHORTS?
Registration Number:	2697278	HOME OF THE PAYROLL ADVANCE
Registration Number:	2726900	
Registration Number:	3183302	LIFE HAPPENS. CHECK\$MART HELPS!
Registration Number:	3224750	\$
Registration Number:	3082612	EXPRES\$ PAYROLL ADVANCE
Registration Number:	3307142	\$ BUCKEYE TITLE LOANS
Registration Number:	3339073	CHECK\$MART
Registration Number:	3339074	CHECKSMART
Registration Number:	3339075	\$ CHECK\$MART PAYROLL ADVANCE · CHECKS CASHED
Serial Number:	85126964	EXPRES\$ CONSUMER LOANS
Serial Number:	85126971	SOUTHWEST CHECK CASHING

TRADEMARK

900190922

REEL: 004533 FRAME: 0484

OP \$490.00 1838119

Serial Number:	85126978	1 FIRST VIRGINIA
Serial Number:	85126983	EASY MONEY CASH CENTERS
Serial Number:	85126985	BRIDGEACCOUNT YOUR BRIDGE TO FINANCIAL SECURITY
Serial Number:	85216396	\$ CHECK\$MART
Serial Number:	85216397	\$ CHECK\$MART CONSUMER LOANS · CHECKS CASHED
Serial Number:	85196578	COMMUNITY CHOICE FINANCIAL
Serial Number:	85216393	TAX XPRESS LOAN

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36875
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/03/2011

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CheckSmart Financial Company, a Delaware Corporation
Buckeye Check Cashing, Inc., an Ohio Corporation
Buckeye Check Cashing II, Inc., an Ohio Corporation
Buckeye Title Loans, Inc., an Ohio Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

Internal

Address: _____

Street Address: 1350 Euclid Avenue, CN OH RN11

City: Cleveland

State: Ohio

Country: United States Zip: 44115

Association Citizenship United States

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 29, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jordana Dreyfuss
Signature

May 3, 2011

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 29, 2011 (this "*Agreement*"), among COMMUNITY CHOICE FINANCIAL INC. (the "*Company*"), the subsidiaries of the Company listed on Schedule I hereto and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Credit Agreement dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, the Lenders party thereto and Credit Suisse AG, as administrative agent (the "*Administrative Agent*"), (b) the Indenture dated as of April 29, 2011 among the Company, the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (in such capacity, the "*Trustee*") and (c) the Collateral Agreement dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among the Company, the subsidiaries of the Company and therein, the Administrative Agent, the Trustee and the Collateral Agent. It is a condition precedent to making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the purchase of the Notes by the Holders under the Indenture, that the Grantors shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

Each Subsidiary Grantor is an affiliate of the Company, will derive substantial direct and indirect benefits from the transactions contemplated by the Finance Documents and is willing to execute and deliver this Agreement in order to induce the Secured Parties to enter into the same.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith (except intent-to-use applications), including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “*Trademarks*”);

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMMUNITY CHOICE FINANCIAL
INC.,

by



Name: Bridgette C. Roman
Title: Senior Vice President,
General Counsel and
Secretary

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

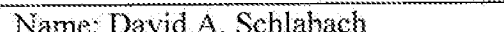
by



Name: Bridgette C. Roman
Title: Senior Vice President,
General Counsel and
Secretary

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent,

by



Name: David A. Schlabach
Title: Vice President

[Signature Page to Trademark Security Agreement]

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COMMUNITY CHOICE FINANCIAL
INC.,

by

Name: Bridgitte C. Roman
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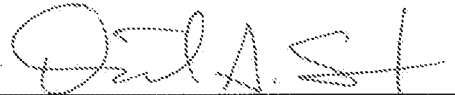
EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name: Bridgitte C. Roman
Title: Senior Vice President,
General Counsel,
Secretary and Manager

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent,

by



Name: David A. Schlach
Title: Vice President

Schedule I

<u>Subsidiary Grantors</u>
CheckSmart Financial Company
Buckeye Check Cashing, Inc.
Buckeye Check Cashing II, Inc.
Buckeye Title Loans, Inc.

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Buckeye Check Cashing, Inc.	GOT A CASE OF THE SHORTS?	1,838,119	05/31/2014
Buckeye Check Cashing, Inc.	HOME OF THE PAYROLL ADVANCE	2,697,278	03/18/2013
Buckeye Check Cashing, Inc.	MISC. DESIGN (Man w/ \$ Shorts)	2,726,900	06/17/2013
Buckeye Check Cashing, Inc.	LIFE HAPPENS. CHECK\$MART HELPS!	3,183,302	12/12/2016
Buckeye Check Cashing, Inc.	MISC. DESIGN (\$ logo)	3,224,750	04/03/2017
Buckeye Check Cashing II, Inc.	EXPRES\$ PAYROLL ADVANCE AND DESIGN	3,082,612	04/18/2016
Buckeye Title Loans, Inc.	BUCKEYE TITLE LOANS AND DESIGN	3,307,142	10/09/2017
CheckSmart Financial Company	CHECK\$MART	3,339,073	11/20/2017
CheckSmart Financial Company	CHECKSMART	3,339,074	11/20/2017
CheckSmart Financial Company	CHECKSMART AND DESIGN	3,339,075	11/20/2017

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
CheckSmart Financial Company	EXPRES\$ CONSUMER LOANS AND DESIGN	85/126,964	09/10/2010
CheckSmart Financial Company	SOUTHWEST CHECK CASHING AND DESIGN	85/126,971	09/10/2010
CheckSmart Financial Company	1 FIRST VIRGINIA AND DESIGN	85/126,978	09/10/2010
CheckSmart Financial Company	EASY MONEY CASH CENTERS	85/126,983	09/10/2010
CheckSmart Financial Company	BRIDGE ACCOUNT YOUR BRIDGE TO FINANCIAL SECURITY AND DESIGN	85/126,985	09/10/2010
CheckSmart Financial Company	CHECK\$MART AND DESIGN	85/216,396	01/12/2011
CheckSmart Financial Company	CHECK\$MART CONSUMER LOANS CHECKS CASHED AND DESIGN	85/216,397	01/13/2011
CheckSmart Financial Company	COMMUNITY CHOICE FINANCIAL	85/196,578	12/13/2010
CheckSmart Financial Company	TAX XPRESS LOAN AND DESIGN	85/216,393	01/12/2011